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(Proposed) Attorneys for Howard B. Grobstein, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

In re

JAYESH K. SHAH,  
  
Debtor.

Case No. 6:20-bk-15349-SY

Chapter 7

Adv. No.

**NOTICE OF REMOVAL OF STATE COURT  
ACTION TO UNITED STATES  
BANKRUPTCY COURT PURSUANT TO 28  
U.S.C. § 1452(a)**

DATE:  
TIME: [No Hearing Required]  
PLACE:

SANDHYA SHAH,  
  
Plaintiff,

vs.

RASHMI SHAH, VIRENDRA SHAH,  
KUSUM SHAH, URVASHI SHAH, and  
DOES 1 through 10, inclusive,  
  
Defendants.

**TO THE HONORABLE SCOTT YUN, UNITED STATES BANKRUPTCY JUDGE,  
PLAINTIFF, DEFENDANTS, AND ALL OTHER PARTIES ENTITLED TO NOTICE:**

**PLEASE TAKE NOTICE** that Howard B. Grobstein (the "Trustee"), the duly appointed, qualified, and acting chapter 7 trustee for the estate of the debtor and proposed defendant-in-intervention and cross-complainant-in-intervention Jayesh K. Shah (the "Debtor"), hereby removes to this Court, pursuant to 28 U.S.C. § 1452(a), Rule 9027 of the Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rule 9027-1(a), the state court action presently pending in the Superior Court for the State of California, County of Los Angeles, South Central District, styled Sandhya Shah v. Rashmi Shah, Virendra Shah, Kusum Shah, Urvashi Shah, and DOES 1 through 10, inclusive, bearing Case No. 19CMCP00179 (the "Action").

**PLEASE TAKE FURTHER NOTICE** that the Action, and its removal, is based on the following facts:

(a) The debtor and proposed defendant-in-intervention and cross-complainant-in-intervention Jayesh K. Shah (the "Debtor") commenced this case by filing a petition for relief under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code") on August 6, 2020 (the "Petition Date");

(b) The Debtor's schedule A/B lists a 10% interest in certain commercial property located at 821 E. Artesia Boulevard, Carson, California 90746 (the "Property"), with a scheduled fair market value of \$9,000,000;

(c) On October 25, 2019, Sandhya Shah, the Debtor's ex-wife, caused to be filed her "Complaint for Dissolution of Partnership, Accounting, Breach Of Oral Contract, Breach Of Fiduciary Duty, Fraudulent Concealment, Constructive Fraud, Conversion, And Money Had And Received, Unjust Enrichment" (the "Complaint") against Rashmi Shah, Virendra Shah, Kusum Shah, and Urvashi Shah, each of whom are brothers and sisters in law of the Debtor, which Complaint, as noted, is presently pending in the Superior Court for the State of California, County of Los Angeles, South Central District, bearing Case No. 19CMCP00179;

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(d) In sum, on or around September 1995, three brothers Rashmi Shah, Virendra Shah, and the Debtor formed a general partnership entitled “Shah Artesia R.E. Partnership” (the “Partnership”) to acquire the Property, as an owner/user property, such that Rashmi Shah and his wife, Kusum Shah, jointly own a 60% interest in the Partnership, Virendra Shah and his wife, Urvashi Shah, jointly own a 20% interest in the Partnership, and the Debtor and his ex-wife, Sandhya Shah, jointly own a 20% interest in the Partnership. Pursuant to the partnership agreement dated September 5, 1995, each partner occupied the Property, conducted their respective business activities at the Property, and paid their portion of all property relevant expenses such as mortgage payment, property taxes, insurance, utility charges, maintenance, and other Property related expenses;

(e) Pursuant to a “Judgment of Dissolution of Marriage” of the Debtor and Sandhya Shah dated September 15, 2005, the joint tenancy ownership of their 20% interest in the Property was converted to a tenancy-in-common, and, as of July 2005, Sandhya Shah and the Debtor each owned a ten-percent (10%) interest in the Property and the Partnership;

(f) On or about September 18, 2014, the Debtor married Xiomara Barrera (“Barrera”);

(g) In the Action, Sandhya Shah alleges that, pursuant to a partnership agreement dated June 16, 2019 (the “June 2019 Partnership Agreement”), the Debtor transferred his 10% interest in the Partnership and the Property to her, and thereby Sandhya Shah owns a 20% interest in the Partnership and the Property;

(h) In the Action, Sandhya Shah alleges causes of action for dissolution of partnership, accounting, breach of fiduciary duty, fraudulent concealment, constructive fraud, conversion, money had and received, and unjust enrichment against Rashmi Shah, Kusum Shah, Virendra Shah, and Urvashi Shah (collectively, the Non-Debtor Defendants”), however, the Action did not name either the Debtor or Barrera as defendants;

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1 (i) On or about June 16, 2019, the Debtor alleges he critically ill and  
2 was hospitalized at Kaiser Permanente Hospital with a condition called hepatic  
3 encephalopathy, which is a decline in brain function that occurs as a result of severe liver  
4 disease;

5 (j) The Debtor further alleges that (i) Sandhya Shah did not pay any  
6 consideration to the Debtor for the alleged transfer of his 10% interest in the Partnership  
7 and Property to her, (ii) Barrera did not sign or consent to the alleged transfer of the  
8 Debtor's interest in the Partnership and the Property, (iii) while the Non-Debtor  
9 Defendants were visiting the Debtor at the hospital, Sandhya Shah presented the alleged  
10 June 2019 Partnership Agreement with her signature and the Debtor's signature and  
11 requested that the Non-Debtor Defendants sign and agree that "they have no objection to  
12 the transfer of this interest from Jayesh Shah to Sandhya Shah," and (iv) the Non-Debtor  
13 Defendants did not see the Debtor execute the alleged June 2019 Partnership  
14 Agreement;

15 (k) On August 7, 2020, the Debtor and Barrera caused to be filed their  
16 "Notice of Proposed Defendants-in-Intervention and Cross Complainants-in-Intervention,  
17 Jayesh Shah and Xiomara Barrera's Motion for Leave to Intervene and Motion for Leave  
18 to Intervene" (the "Intervention Motion") which is currently scheduled for hearing on  
19 October 8, 2020;

20 (l) In compliance with Rule 9027(a)(1) of the Federal Rules of  
21 Bankruptcy Procedure and Local Bankruptcy Rule 9027-1(d), a true and correct copy of  
22 the Complaint is attached hereto as Exhibit "A", a true and correct copy of the  
23 Intervention Motion is attached hereto as Exhibit "B", and a true and correct copy of the  
24 state court's docket is attached hereto as Exhibit "C";

25 (m) This "Notice of Removal of State Court Action to United States  
26 Bankruptcy Court Pursuant to 28 U.S.C. § 1452(a)" (the "Notice of Removal") is timely  
27 pursuant to Rule 9027(a)(1) of the Federal Rules of Bankruptcy Procedure since it was  
28 filed within 90 days after the order for relief in the case;

1 (n) The Action is a civil proceeding arising in or related to the Debtor's  
2 bankruptcy case and, therefore, the United States District Court (the "District Court") has  
3 original, but not exclusive, jurisdiction of the Action pursuant to 28 U.S.C. § 1334(b);

4 (o) Since the District Court has jurisdiction of the claims and causes of  
5 action relating to the Debtor's interest in the Partnership and the Property, disputes as to  
6 these claims and causes of action may be removed to the United States District Court for  
7 the Central District of California pursuant to 28 U.S.C. § 1452(a);

8 (p) Unless otherwise ordered by the District Court, the removed Action is  
9 automatically referred to the United States Bankruptcy Court for the Central District of  
10 California (the "Bankruptcy Court") pursuant to 28 U.S.C. § 157(a), General Order  
11 Number 266 of the United States District Court for the Central District of California, and  
12 Rule 9027(e)(1) of the Federal Rules of Bankruptcy Procedure;

13 (q) This Notice of Removal is filed with the clerk of the Bankruptcy  
14 Court, as required by Local Bankruptcy Rule 9027-1(a);

15 (r) Concurrently with the filing of this Notice of Removal, the Trustee  
16 has caused to be filed his "Notice of Status Conference";

17 (s) Upon removal of the Complaint to the Bankruptcy Court, the Action is  
18 a core proceeding pursuant to, among other things, 28 U.S.C. § 157(b)(2)(A), (H), and  
19 (O) as (i) it is a matter concerning the administration of the Debtor's estate since it will  
20 involve, at a minimum, a determination by the Court of the dispute regarding the Debtor's  
21 interest in the Partnership and the Property, (ii) it is a matter involving the determination,  
22 avoidance, or recovery of a fraudulent conveyance, and (iii) it is a proceeding affecting  
23 the liquidation of an asset of the estate. Therefore, the Bankruptcy Court may hear and  
24 determine the Action pursuant to 28 U.S.C. § 157(b)(1); and

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1 (t) Pursuant to Rule 9027(a)(1) of the Federal Rules of Bankruptcy  
2 Procedure, the Trustee consents to the entry of final orders or judgment by the  
3 Bankruptcy Court.

4 DATED: October 6, 2020

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By: /s/ Daniel A. Lev  
Daniel A. Lev  
(Proposed) Attorneys for Howard B. Grobstein,  
Chapter 7 Trustee

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## **EXHIBIT A**

# SUMMONS (CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:** RASHMI SHAH, VIRENDRA SHAH, KUSUM  
**(AVISO AL DEMANDADO):** SHAH, URVASHI SHAH, AND DOES 1  
through 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF: SANDHYA SHAH**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **(AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.)**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

LOS ANGELES COUNTY SUPERIOR COURT  
200 W. Compton Blvd.  
Compton, CA 90220  
SOUTH CENTRAL DISTRICT

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

ROBERT M. ORR (#90039) (562) 594-7800 Fax: (562) 594-7833

Attorney at Law

6700 E. Pacific Coast Hwy., Suite 285

Long Beach, CA 90803

DATE: 10/25/2019

(Fecha)

Sheri R. Carter Executive Officer / Clerk of Court

Clerk, by

Sarita Campbell

Deputy

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

- ☒ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

- under:
- |  |   |
|--|---|
| <input type="checkbox"/> CCP 416.10 (corporation)                | <input type="checkbox"/> CCP 416.60 (minor)             |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee)       |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify):                        |   |

- ☐ by personal delivery on (date):





Assigned for all purposes to: Compton Courthouse, Judicial Officer: Maurice Leiter

ROBERT M. ORR Bar # 90039  
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6700 E. Pacific Coast Hwy., Suite 285  
Long Beach, California 90803

Telephone: (562) 594-7800  
Facsimile: (562) 594-7833

Attorneys for Plaintiff,  
SANDHYA SHAH

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, SOUTH CENTRAL DISTRICT

SANDHYA SHAH, ) Case No. 19CMCP00179  
Plaintiff, )  
-vs- ) COMPLAINT FOR DISSOLUTION OF  
RASHMI SHAH, VIRENDRA SHAH, ) PARTNERSHIP, ACCOUNTING, BREACH OF  
KUSUM SHAH, URVASHI SHAH, AND ) ORAL CONTRACT, BREACH OF FIDUCIARY  
DOES 1 through 10, inclusive, ) DUTY, FRAUDULENT CONCEALMENT,  
Defendants. ) CONSTRUCTIVE FRAUD, CONVERSION,  
AND MONEY HAD AND RECEIVED, UNJUST  
ENRICHMENT

Plaintiff, SANDHYA SHAH, hereby alleges as follows:

1. Plaintiff is, and at all times herein mentioned was, an individual residing in the City of Cerritos, County of Los Angeles, State of California.

2. Defendant RASHMI SHAH (hereinafter "RASHMI") is, and at all times herein mentioned was, a resident of the State of California and doing business in the County of Los Angeles, State of California.

3. Defendant VIRENDRA SHAH (hereinafter "VIRENDRA") is, and at all times herein mentioned was, a resident of the State of

1 California and doing business in the County of Los Angeles, State  
2 of California.

3 4. Defendant KUSUM SHAH (hereinafter "KUSUM") is, and at  
4 all times herein mentioned was, a resident of the State of  
5 California and doing business in the County of Los Angeles, State  
6 of California.

7 5. Defendant URVASHI SHAH (hereinafter "URVASHI") is, and  
8 at all times herein mentioned was, a resident of the State of  
9 California and doing business in the County of Los Angeles, State  
10 of California.

11 6. Plaintiff is not aware of the true names and capacities,  
12 whether individual, associate, partnership, corporate or  
13 otherwise, of the defendants sued herein as DOES 1 through 10,  
14 inclusive, and therefore sues said defendants by such fictitious  
15 names. Plaintiff is informed and believes, and thereon alleges,  
16 that each of said fictitiously named defendants is legally  
17 responsible in some manner for the damages suffered by plaintiff  
18 as hereinafter alleged. Plaintiff will amend this complaint to  
19 state the true names and capacities of said defendants when the  
20 same have been ascertained.

21 7. Plaintiff is informed and believes, and thereon alleges,  
22 that each of the defendants sued herein as DOES 1 through 10,  
23 inclusive, is, and at all times herein mentioned was, the agent,  
24 employee, partner or associate of the other defendants sued  
25 herein, and that in doing the things hereinafter alleged, each of  
26 said defendants was acting within the course and scope of said  
27 agency, employment, partnership or association, and with the  
28 knowledge, permission, consent and/or ratification of their co-

1 defendants.

2 8. From the period of at least January of 2014 to the  
3 present, and in the County of Los Angeles, State of California,  
4 defendants, and each of them, knowingly and wilfully conspired and  
5 agreed amongst themselves to cause damage to plaintiff by engaging  
6 in conduct constituting a breach of fiduciary duty, fraudulent  
7 concealment, constructive fraud, conversion, and unjust enrichment  
8 as further alleged herein.

9 9. Pursuant to the aforementioned conspiracy, and in  
10 furtherance thereof, defendants, and each of them, acted in  
11 accordance with such conspiracy for the specific purpose, motive  
12 and objective, and with the effect, of causing serious harm to  
13 plaintiff. Defendants, and each of them, did the acts and things  
14 herein alleged pursuant to, and in furtherance of said conspiracy  
15 and agreement. Defendants, and each of them, furthered the  
16 conspiracy by cooperating with and/or lending aid and  
17 encouragement to and/or ratifying and adopting the acts of each  
18 other defendant. Moreover, defendants, and each of them, knew  
19 that such conduct constituted a breach of fiduciary duty,  
20 fraudulent concealment, constructive fraud, unjust enrichment and  
21 conversion.

22 10. On or about August 9, 1995, by way of an oral agreement  
23 evidenced by real estate purchase and transfer documents,  
24 plaintiff's predecessor-in-interest, Jayesh Shah, as a twenty-  
25 percent (20%) owner, formed an at-will partnership to purchase and  
26 then lease and/or rent for profit certain commercial real property  
27 located at 821 E. Artesia Boulevard, Carson, California  
28 (hereinafter the "Artesia Boulevard Property"). Plaintiff,

1 pursuant to her marriage and subsequent divorce to Jayesh Shah,  
2 acquired a ten-percent (10%) interest in the partnership in or  
3 about the year 2005, and was thereby thereafter entitled to  
4 receive ten-percent (10%) of the net profits earned from the  
5 leasing and/or renting of the Artesia Boulevard Property. Pursuant  
6 to the aforementioned oral agreement, defendants RASHMI, KUSUM,  
7 VIRENDRA, and URVASHI were to manage and/or control the Artesia  
8 Boulevard Property, and to account for all money received and  
9 spent with respect to leasing and/or renting said property, and to  
10 provide plaintiff with sufficient information in order to enable  
11 her to calculate her share of the net profits earned from said  
12 leasing and/or renting activity.

13 11. On or about June 16, 2019, in the County of Los Angeles,  
14 State of California, plaintiff, Jayesh Shah, and the defendants  
15 herein entered into a written agreement whereby the ten-percent  
16 (10%) interest in the partnership still held by Jayesh Shah was  
17 transferred to plaintiff, resulting in her owning a twenty-percent  
18 (20%) interest in and to the aforementioned partnership. A true  
19 and correct copy of said Agreement is attached hereto, and  
20 incorporated herein by reference, as Exhibit "A." As a result,  
21 plaintiff became the owner of a twenty-percent (20%) interest in  
22 the partnership, and entitled to receive twenty-percent (20%) of  
23 the net profits of the partnership.

24 12. Since at least January of 2014 to the present,  
25 defendants have failed and refused, and continue to fail and  
26 refuse, to pay plaintiff any share of the net profits earned from  
27 leasing and/or renting the Artesia Boulevard Property, even though  
28 plaintiff has demanded that they pay her the same. Plaintiff is

1 informed and believes, and thereon alleges, that defendants have  
2 taken more than their agreed upon share of said net profits.

3 13. Furthermore, from on or about January of 2014 to the  
4 present, defendants have failed and refused, and continue to fail  
5 and refuse, to furnish plaintiff with an accounting of the  
6 monetary receipts and expenditures relating to the leasing and/or  
7 renting of the Artesia Boulevard Property, even though plaintiff  
8 has demanded the same. Plaintiff is informed and believes, and  
9 thereon alleges, that defendants have refused to provide said  
10 information in order to conceal their misappropriation of net  
11 profits.

12 14. In addition, from on or about January of 2014 to the  
13 present, defendants have rented, leased or otherwise made  
14 available to themselves, the use and possession of the Artesia  
15 Boulevard Property for their own purposes, businesses and profits,  
16 to the exclusion of plaintiff. Plaintiff is further informed and  
17 believes, and thereon alleges, that defendants have, during this  
18 time, not paid the partnership the fair rental value for the use  
19 and possession of said property, and have instead paid the  
20 partnership less than twenty-percent (20%) of the fair market  
21 rental value.

22 15. Because defendants have failed and refused to pay  
23 plaintiff her share of the net profits earned from the leasing  
24 and/or renting of the Artesia Boulevard Property, or to supply  
25 plaintiff with an accounting of said net profits, or to pay the  
26 fair market value for their use and possession of said property,  
27 plaintiff has demanded that defendants purchase her share of the  
28 Artesia Boulevard Property, or sell said property and dissolve the

1 partnership, but defendants have refused, and continue to refuse,  
2 to do so.

3 **FIRST CAUSE OF ACTION**

4 **(Dissolution of General At-Will Partnership**

5 **Pursuant to California Corporations Code**

6 **Section 16801)**

7 16. Plaintiff refers to, and incorporates herein by  
8 reference, paragraphs 1 through 15 of this complaint.

9 17. Plaintiff has performed all terms and conditions  
10 required of her to be performed as a partner under the  
11 aforementioned Partnership Agreement, except those terms and  
12 conditions she may have been prevented or excused from performing  
13 by reason of the actions of defendants as alleged herein.

14 18. Plaintiff is informed and believes, and thereon alleges,  
15 that by reason of the actions described herein, the economic  
16 purpose of the partnership is likely to be unreasonably  
17 frustrated. Plaintiff is further informed and believes, and  
18 thereon alleges, that defendants have engaged in conduct related  
19 to the partnership business that makes it not reasonably  
20 practicable for plaintiff to carry on the business in continued  
21 partnership with defendants. Plaintiff is further informed and  
22 believes, and thereon alleges, that it is not otherwise reasonably  
23 practicable to carry on the partnership business in conformity  
24 with the Partnership Agreement. Accordingly, plaintiff contends  
25 that she is entitled to have the partnership dissolved, and its  
26 business be wound up. Plaintiff is further informed and believes,  
27 and thereon alleges, that defendants dispute said contention. As  
28 a result, a justiciable controversy exists between plaintiff on

1 the one hand, and defendants on the other hand, for which a  
2 judicial determination of the rights and duties of the parties is  
3 required and appropriate.

4 19. Accordingly, plaintiff requests a judicial determination  
5 that she is entitled to have the partnership dissolved, and its  
6 business wound up, pursuant to *California Corporations Code*  
7 Section 16801(5).

8 20. Based on the allegations set forth herein, plaintiff  
9 hereby applies to this court for an order of judicial supervision  
10 of the dissolution, winding up, and termination of the partnership  
11 between her and defendants.

12 **SECOND CAUSE OF ACTION**

13 **(Accounting)**

14 21. Plaintiff refers to, and incorporates herein by  
15 reference, paragraphs 1 through 16, and 17 through 20 of this  
16 complaint.

17 22. Pursuant to the Partnership Agreement, as alleged above,  
18 plaintiff was, and is, entitled to ten-percent (10%) of the net  
19 profits earned from leasing and/or renting the Artesia Boulevard  
20 Property from on and after the time she became a ten-percent (10%)  
21 owner of an interest in the partnership, and is further entitled  
22 to twenty-percent (20%) of the net profits earned from leasing  
23 and/or renting the Artesia Boulevard Property from on and after  
24 June 16, 2019, when she became the owner of a twenty-percent (20%)  
25 interest in the partnership. Because defendants are in sole  
26 possession of the financial information relating to the  
27 partnership, plaintiff is unable to ascertain her interest in said  
28 net profits over the past five (5) years. Furthermore, even

1 though plaintiff has demanded that defendants account to her for  
2 said net profits, as they are required to do under *California*  
3 *Corporations Code* Section 16404, and to provide her with  
4 information regarding the financial condition of the partnership  
5 business as they are required to do under *Corporations Code*  
6 Section 16503, and further to allow her to examine the  
7 partnership's books and records as they are required to do under  
8 *California Corporation's Code* Section 16403, defendants have  
9 failed and refused, and continue to fail and refuse, to comply  
10 with said demands. Plaintiff is informed and believes, and  
11 thereon alleges, that defendants have misappropriated net profits  
12 of the partnership business in excess of their respective  
13 interests in said profits, and/or have concealed the same.

14 23. Plaintiff is further informed and believes, and thereon  
15 alleges, that defendants have taken advantage of the partnership  
16 for their own benefit, and have wrongfully deprived the  
17 partnership of income and revenue rightfully due to it, by renting  
18 and/or leasing the Artesia Boulevard Property to themselves at a  
19 rate that is less than twenty-percent (20%) of the fair market  
20 value rental rate. Accordingly, plaintiff requests that in  
21 providing an accounting to her, defendants should be required to  
22 account for and pay the rental income of which they have deprived  
23 the partnership, and particularly have deprived plaintiff, as to  
24 her twenty-percent (20%) interest.

25 **THIRD CAUSE OF ACTION**

26 **(Breach of Oral Contract)**

27 24. Plaintiff refers to, and incorporates herein by  
28 reference, paragraphs 1 through 16, 17 through 20, and 22 through



1 23 of this complaint.

2 25. As described above, there has, since approximately 1995,  
3 existed an oral at-will partnership to purchase and then lease  
4 and/or rent the Artesia Boulevard Property for profit.

5 26. Plaintiff has performed all terms and conditions  
6 required of her as a partner under the aforementioned Agreement,  
7 except such terms and conditions as she has been prevented or  
8 excused from performing by reason of the actions of defendants as  
9 alleged herein.

10 27. Plaintiff is informed and believes, and thereon alleges,  
11 that defendants have breached the aforementioned oral Partnership  
12 Agreement by depriving the partnership of net profits that would  
13 have been earned from leasing/renting the Artesia Boulevard  
14 Property out at fair market rental value, by misappropriating net  
15 profits earned from the leasing and/or renting of said property,  
16 by concealing said net profits, and by failing and refusing to pay  
17 plaintiff her rightful share of said net profits, and further by  
18 failing and refusing to provide plaintiff with an accounting of  
19 said net profits.

20 28. As a proximate result of the aforementioned breaches of  
21 contract by defendants, plaintiff has sustained economic damages  
22 in an amount to be determined at Trial, but in no event less than  
23 \$100,000.00, plus prejudgment interest at the legal rate thereon.

24 **FOURTH CAUSE OF ACTION**

25 **(Breach of Fiduciary Duty)**

26 29. Plaintiff refers to, and incorporates herein by  
27 reference, paragraphs 1 through 16, 17 through 20, 22 through 23,  
28 and 25 through 27 of this complaint.

1           30. At all times relevant herein, because plaintiff and the  
2 defendants were all partners in the aforementioned partnership  
3 which owns the Artesia Boulevard Property, defendants owed  
4 plaintiff fiduciary duties of loyalty, care and good faith.

5           31. Plaintiff is informed and believes, and thereon alleges,  
6 that defendants have breached their fiduciary duties to her by,  
7 among other things:

8               (a) Self-dealing to the detriment of the partnership  
9 and to the detriment of plaintiff, in that they have rented and/or  
10 leased the Artesia Boulevard Property to themselves at a rate that  
11 is less than twenty-percent (20%) of the fair market rental value  
12 of the same;

13               (b) Misappropriating net profits earned from the  
14 leasing and/or renting of the Artesia Boulevard Property, in  
15 excess of their respective share of said profits;

16               (c) Concealing the net profits of the partnership;

17               (d) Failing to pay plaintiff her rightful share of the  
18 net profits of the partnership; and

19               (e) Failing and refusing to account for the financial  
20 affairs and net profits of the partnership.

21           32. As a proximate result of the wrongful conduct of  
22 defendants, as alleged herein, plaintiff has sustained economic  
23 damages in an amount to be determined at Trial, but in no event  
24 less than \$100,000.00, plus prejudgment interest at the legal  
25 rate.

26           33. Plaintiff is informed and believes, and thereon alleges,  
27 that, in doing the things herein alleged, defendants have acted  
28 wilfully and maliciously, and with an intent to injure, vex and

1 annoy plaintiff, so as to constitute oppression, fraud and malice  
2 within the meaning of California Civil Code Section 3294.  
3 Accordingly, plaintiff is entitled to an award of exemplary  
4 damages against defendants in an amount sufficient to punish and  
5 detour them from engaging in such conduct in the future, as  
6 determined by the court.

7 **FIFTH CAUSE OF ACTION**

8 **(Fraudulent Concealment)**

9 34. Plaintiff refers to, and incorporates herein by  
10 reference, paragraphs 1 through 16, 17 through 20, 22 through 23,  
11 25 through 27, and 30 through 31 of this complaint.

12 35. Despite the partnership relationship, described herein,  
13 that exists between plaintiff and defendants, plaintiff is  
14 informed and believes that defendants have, over the past five (5)  
15 years, intentionally failed to disclose to plaintiff the net  
16 profits earned from the lease/rental of the Artesia Boulevard  
17 Property, and have prevented plaintiff from discovering said facts  
18 by refusing her access to the partnership books and records, such  
19 that plaintiff could not possibly know of the concealed  
20 information.

21 36. Plaintiff is informed and believes, and thereon alleges,  
22 that defendants intended to deceive plaintiff by concealing the  
23 aforementioned information, and that had the concealed information  
24 been disclosed, plaintiff could have taken reasonable measures to  
25 protect herself.

26 37. As a proximate result of the wrongful conduct of  
27 defendants, as alleged herein, plaintiff has sustained economic  
28 damages in an amount to be determined at Trial, but in no event

1 less than \$100,000.00, plus prejudgment interest at the legal  
2 rate.

3 38. Plaintiff is informed and believes, and thereon alleges,  
4 that, in doing the things herein alleged, defendants have acted  
5 wilfully and maliciously, and with an intent to injure, vex and  
6 annoy plaintiff, so as to constitute oppression, fraud and malice  
7 within the meaning of California Civil Code Section 3294.  
8 Accordingly, plaintiff is entitled to an award of exemplary  
9 damages against defendants in an amount sufficient to punish and  
10 detour them from engaging in such conduct in the future, as  
11 determined by the court.

12 **SIXTH CAUSE OF ACTION**

13 **(Constructive Fraud)**

14 39. Plaintiff refers to, and incorporates herein by  
15 reference, paragraphs 1 through 16, 17 through 20, 22 through 23,  
16 25 through 27, 30 through 31, and 35 through 36 of this complaint.

17 40. Defendants were fiduciaries toward plaintiff in  
18 connection with the partnership business, as alleged herein.  
19 Plaintiff is informed and believes, and thereon alleges, that  
20 defendants nonetheless misled plaintiff by failing to provide her  
21 with complete and accurate information that they possessed  
22 relating to the net profits earned from leasing and/or renting the  
23 Artesia Boulevard Property. Defendants knew, or at least should  
24 have known, that plaintiff did not have access to said  
25 information.

26 41. As a proximate result of the wrongful conduct of  
27 defendants, as alleged herein, plaintiff has sustained economic  
28 damages in an amount to be determined at Trial, but in no event

1 less than \$100,000.00, plus prejudgment interest at the legal  
2 rate.

3 42. Plaintiff is informed and believes, and thereon alleges,  
4 that, in doing the things herein alleged, defendants have acted  
5 wilfully and maliciously, and with an intent to injure, vex and  
6 annoy plaintiff, so as to constitute oppression, fraud and malice  
7 within the meaning of *California Civil Code* Section 3294.  
8 Accordingly, plaintiff is entitled to an award of exemplary  
9 damages against defendants in an amount sufficient to punish and  
10 detour them from engaging in such conduct in the future, as  
11 determined by the court.

12 **SEVENTH CAUSE OF ACTION**

13 **(Conversion)**

14 43. Plaintiff refers to, and incorporates herein by  
15 reference, paragraphs 1 through 16, 17 through 20, 22 through 23,  
16 25 through 27, 30 through 31, 35 through 36, and 40 of this  
17 complaint.

18 44. From the time of plaintiff's divorce from Jayesh Shah in  
19 or about 2005, she has had a right to possess ten-percent (10%) of  
20 the net profits earned from leasing and/or renting the Artesia  
21 Boulevard Property, as alleged above. From on and after June 16,  
22 2019, plaintiff has had a right to possess twenty-percent (20%) of  
23 the net profits earned from leasing and/or renting said property,  
24 as alleged above. Plaintiff is informed and believes, and there  
25 on alleges, that defendants have substantially interfered with her  
26 property interest in said net profits, by knowingly and/or  
27 intentionally taking possession of said profits and refusing to  
28 pay them to plaintiff, despite her demands therefor. This

1 wrongful conduct was committed without plaintiff's consent.

2 45. As a proximate result of the wrongful conduct of  
3 defendants, as alleged herein, plaintiff has sustained economic  
4 damages in an amount to be determined at Trial, but in no event  
5 less than \$100,000.00, plus prejudgment interest at the legal  
6 rate.

7 46. Plaintiff is informed and believes, and thereon alleges,  
8 that, in doing the things herein alleged, defendants have acted  
9 wilfully and maliciously, and with an intent to injure, vex and  
10 annoy plaintiff, so as to constitute oppression, fraud and malice  
11 within the meaning of *California Civil Code* Section 3294.  
12 Accordingly, plaintiff is entitled to an award of exemplary  
13 damages against defendants in an amount sufficient to punish and  
14 detour them from engaging in such conduct in the future, as  
15 determined by the court.

16 **EIGHTH CAUSE OF ACTION**

17 **(Money Had and Received)**

18 47. Plaintiff refers to, and incorporates herein by  
19 reference, paragraphs 1 through 16, 17 through 20, 22 through 23,  
20 25 through 27, 30 through 31, 35 through 36, 40, and 44 of this  
21 complaint.

22 48. Within the last two (2) years, defendants have become  
23 indebted to plaintiff in the sums described above, for money had  
24 and received by them for the use and benefit of plaintiff.

25 49. The whole of these sums has not been paid, although  
26 demand therefor has been made, and there is now due, owing and  
27 unpaid the sums set forth above, in an amount to be proven at  
28 Trial, but no less than \$100,000.00.

**NINTH CAUSE OF ACTION**

**(Unjust Enrichment)**

50. Plaintiff refers to, and incorporates herein by reference, paragraphs 1 through 16, 17 through 20, 22 through 23, 25 through 27, 30 through 31, 35 through 36, 40, 44, and 48 through 49 of this complaint.

51. As described herein, defendants have rented/leased the Artesia Boulevard Property to themselves for their own business purposes, use and possession, at a rate that is less than twenty-percent (20%) of the fair market value rental rate for said property. This has enabled defendants to unjustly enrich themselves at the expense of the partnership, and at plaintiff's expense to the extent of her ownership interest in the partnership. Said unjust enrichment has been ongoing for at least the past five (5) years. Furthermore, defendants have wrongfully concealed said unjust enrichment from plaintiff as described herein.

52. Based on the foregoing, defendants have been unjustly enriched, at plaintiff's expense, in an amount to be determined at Trial, but in no event less than \$100,000.00, plus prejudgment interest at the legal rate.

WHEREFORE, defendant prays for judgment herein as follows:

**ON THE FIRST CAUSE OF ACTION**

1. For a judicial determination, declaration and decree that plaintiff has a right, based on the facts alleged herein, to have the subject partnership dissolved;
2. For an Order directing or confirming the dissolution of the partnership, and fixing the date of dissolution;

3. For judicial supervision of the winding up of the business affairs of the partnership; and
4. For a final Judgment terminating the partnership.

**ON THE SECOND CAUSE OF ACTION**

1. For an Order that an accounting be taken of the net profits earned from the leasing and/or renting of the Artesia Boulevard Property from 1/11/14 to the present; and
2. For a further Order that an accounting be taken of the net profits that should have been earned from the leasing and/or renting of the Artesia Boulevard Property from 1/1/14 to the present, had defendants been paying the fair market rental value for the same.

**ON THE THIRD CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00.

**ON THE FOURTH CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00;
2. For general non-economic damages in an amount according to proof; and
3. For punitive and exemplary damages, to be determined by the Court.

**ON THE FIFTH CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00;
2. For general non-economic damages in an amount according to proof; and



3. For punitive and exemplary damages, to be determined by the Court.

**ON THE SIXTH CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00;
2. For general non-economic damages in an amount according to proof; and
3. For punitive and exemplary damages, to be determined by the Court.

**ON THE SEVENTH CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00;
2. For general non-economic damages in an amount according to proof; and
3. For punitive and exemplary damages, to be determined by the Court.

**ON THE EIGHTH CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00.

**ON THE NINTH CAUSE OF ACTION**

1. For damages in an amount according to proof, but no less than \$100,000.00.

**ON ALL CAUSES OF ACTION**

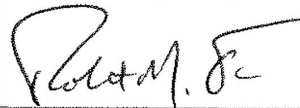
1. For prejudgment interest at the legal rate, according to proof;
2. For costs of suit herein incurred; and

/ / /

/ / /

1 3. For such other and further relief as the Court may deem  
2 just and proper.

3  
4 DATED: October 24, 2019

5 

6 ROBERT M. ORR  
7 Attorney for Plaintiff,  
8 SANDHYA SHAH  
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**Ex. “A”**

### PARTNERSHIP AGREEMENT

THIS AGREEMENT is made by and between Rashmi Shah and Kusum Shah husband and wife, who together hold a sixty percent (60%) partnership interest, Virendra Shah and Urvashi Shah, husband and wife, who together hold a twenty percent (20%) partnership interest, Jayesh Shah a single man, who holds a ten percent partnership (10%) interest and Sandhya Shah a single woman, who holds a ten percent (10%) partnership interest in Shah Artesia R.E. Partnership, hereinafter referred to as "Partnership".

WHEREAS, this "Partnership" owns Real Property located at 821 East Artesia Blvd., Carson CA 90746.

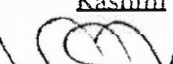
WHEREAS all parties agree that Partner Jayesh Shah knowingly and willingly shall, for no compensation, forgo his ten percent (10%) interest in the "partnership" in favor of Sandhya Shah, who upon the execution of this agreement shall hold a twenty percent (20%) interest in the partnership.

FURTHERMORE, all partners agree that they have no objection to the transfer of this interest from Jayesh Shah to Sandhya Shah.


This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.


Executed this <sup>JUNE</sup> 16<sup>th</sup> day of ~~May~~ 2019 at Harbor City - CALIF

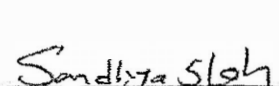
  
\_\_\_\_\_  
Rashmi Shah

  
\_\_\_\_\_  
Virendra Shah

  
\_\_\_\_\_  
Jayesh Shah

  
\_\_\_\_\_  
Kusum Shah

  
\_\_\_\_\_  
Urvashi Shah

  
\_\_\_\_\_  
Sandhya Shah

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On June 16th 2019 before me, Sunil C. Shah Notary Public  
(insert name and title of the officer)

personally appeared Jayesh Shah and Sandhya Shah  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On June 16th 2019 before me, Sunil C. Shah Notary Public  
(insert name and title of the officer)

personally appeared Rashmi Shah, Kusum Shah, Virendra Shah and Urvashi Shah  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing COMPLAINT FOR DISSOLUTION OF PARTNERSHIP, ACCOUNTING, BREACH OF ORAL CONTRACT,  
BREACH OF FIDUCIARY DUTY, FRAUDULENT CONCEALMENT, CONSTRUCTIVE FRAUD, CONVERSION, ETC. and know its contents.

☒ CHECK APPLICABLE PARAGRAPHS

☒ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner ☐ a ☐ of ☐

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for ☐

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 10/24/19, at Long Beach, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SANDHYA SHAH

Type or Print Name

*Sandhya Shah*

Signature

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of \_\_\_\_\_, State of California.

I am over the age of 18 and not a party to the within action; my business address is: \_\_\_\_\_

On, \_\_\_\_\_ I served the foregoing document described as \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ \*I deposited such envelope in the mail at \_\_\_\_\_, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing.

Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at \_\_\_\_\_ California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ **\*\*(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

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<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>	<small>Reserved for Clerk's File Stamp</small>  <b>FILED</b> Superior Court of California County of Los Angeles <b>10/25/2019</b> <small>Sherri R. Carter, Executive Officer / Clerk of Court</small> By: <u>Sarita Campbell</u> Deputy
COURTHOUSE ADDRESS: Compton Courthouse 200 West Compton Blvd, Rm 902, Compton, CA 90220	
<b>NOTICE OF CASE ASSIGNMENT</b>  <b>UNLIMITED CIVIL CASE</b>	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: <b>19CMCP00179</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Maurice A. Leiter	A					

Given to the Plaintiff/Cross-Complainant/Attorney of Record  
 on 10/25/2019  
(Date)

Sherri R. Carter, Executive Officer / Clerk of Court  
 By Sarita Campbell, Deputy Clerk



**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)		FOR COURT USE ONLY	
ROBERT M. ORR (#90039) Attorney at Law 6700 E. Pacific Coast Hwy. Suite 285 Long Beach, CA 90803 TELEPHONE NO.: (562) 594-7800 FAX NO.: (562) 594-7833 ATTORNEY FOR (Name): Plaintiff, SANDHYA SHAH			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS 200 W. Compton Blvd. MAILING ADDRESS CITY AND ZIP CODE: Compton, CA 90220 BRANCH NAME: SOUTH CENTRAL DISTRICT			
CASE NAME: SHAH v. SHAH, et al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER 19CMCP000179 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input checked="" type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Nine (9)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 24, 2019

ROBERT M. ORR

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: SHAH v. SHAH, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
<b>Enforcement of Judgment</b>	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9		
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input checked="" type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9

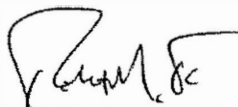
SHORT TITLE: SHAH v. SHAH, et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 821 E. Artesia Blvd.		
CITY: Carson	STATE: CA	ZIP CODE: 90746			

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the SOUTH CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: October 24, 2019

  
(SIGNATURE OF ATTORNEY/FILING PARTY)  
ROBERT M. ORR, ESQ.

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

## **EXHIBIT B**

Electronically FILED by Superior Court of California, County of Los Angeles on 08/07/2020 04:22 PM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Luu, Deputy Clerk

1 Navneet S. Chugh (State Bar #162050)

2 Nishita Patel (State Bar #189039)

3 **CHUGH, LLP**

4 15925 Carmenita Road

5 Cerritos, California 90703

6 Telephone: (562) 229-1220

7 Facsimile: (562) 229-1221

8 Attorneys for Defendants and Cross-Complainants, Rashmi Shah, Virendra Shah, Kusum Shah,  
9 Urvashi Shah; Defendants-In-Intervention And Cross-Complainants-In-Intervention, Jayesh Shah  
10 and Xiomara Barrera

11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**

14 SANDHYA SHAH

15 Plaintiff,

16 v.

17 RASHMI SHAH, VIRENDRA SHAH,  
18 KUSUM SHAH, URVASHI SHAH, AND  
19 DOES 1 through 10, inclusive,

20 Defendants.

21 And Related Cross-Action

Case No. 19CMCP00179

**NOTICE OF PROPOSED DEFENDANTS-IN-  
INTERVENTION AND CROSS-  
COMPLAINANTS-IN-INTERVENTION,  
JAYESH SHAH AND XIOMARA  
BARRERA'S MOTION FOR LEAVE TO  
INTERVENE AND MOTION FOR LEAVE  
TO INTERVENE**

Reservation ID: 778062318985

Date: 10-08-2020

Time: 9:00 AM

Dept: A

Date Action Filed: 10/25/2019

22 TO: Plaintiff SANDHYA SHAH and her Attorney of Record, Defendants RASHMI SHAH,  
23 VIRENDRA SHAH, KUSUM SHAH, URVASHI SHAH:

24 NOTICE IS HEREBY GIVEN that on October 8, 2020, at 9:00 AM in Department A of  
25 this Court located at 200 W. Compton Blvd, Compton, CA 90220, Jayesh Shah and Xiomara  
26

- 1 -

27 Notice Of Proposed Defendants-In-Intervention And Cross-Complainants-In-Intervention, Jayesh Shah and Xiomara  
28 Shah's Motion For Leave To Intervene

EXHIBIT B 036

Chugh, LLP  
15925 Carmenita Road,  
Cerritos, CA 90703

1 Barrera will move, and hereby move, for an order granting leave to intervene in this action as  
2 defendants-in-intervention and cross-complainants-in-intervention and to file the accompanying  
3 proposed answers-in-intervention and proposed cross-complaint-in-intervention in this action.

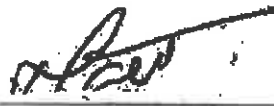
4 The motion will be made pursuant to the provisions of California Code of Civil Procedure  
5 Section 387 on the ground that the intervenors have an interest in the matter in litigation, and claim  
6 an interest relating to the property which is the subject of the action, and that persons are so  
7 situated that the disposition of the action may as a practical matter impair or impede that person's  
8 ability to protect that interest.

9 The motion will be based on this motion and notice of motion; on the proposed answers-in-  
10 intervention, proposed cross-complaint-in-intervention, the memorandum of points and authorities  
11 served and filed herewith; on the papers and records on file in this action; declaration of Nishita  
12 Patel, joint declaration of Virendra Shah, Rashmi Shah, Kusum Shah and Urvashi Shah,  
13 declaration of Jayesh Shah, declaration of Xiomara Barrera and on such other oral and  
14 documentary evidence as may be presented at the hearing on the motion.

15  
16 Respectfully submitted,

17 CHUGH, LLP

18  
19 August 6, 2020

20 By:   
21 Nishita Patel, Esq.  
22 Attorney for Jayesh Shah and Xiomara Barrera  
23  
24  
25  
26  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I.**

**INTRODUCTION**

Proposed Defendants-in-intervention and Cross-Complainants-in-intervention, Jayesh Shah (“Mr. Shah”) and Xiomara Barrera (“Ms. Barrera”) move this Court for leave to intervene in this action, to present their Answers-in-intervention and Cross-Complaint-in-intervention denying Plaintiff’s claims and alleging causes of action against Plaintiff, Sandhya Shah (“Plaintiff”) for declaratory relief and unjust enrichment. Mr. Shah is entitled to intervene as a matter of right under CCP section 387(b) because he has an interest in this action as a holder of 10% interest in the partnership and the real property that is the subject of this litigation, located at 821 E. Artesia Blvd., Carson, California (hereinafter “Property”). Ms. Barrera is entitled to intervene as Mr. Shah’s wife and thereby has an interest in the enhanced value of Mr. Shah’s interest in the Property. Any disposition of Plaintiff’s action without Mr. Shah’s and Ms. Barrera’s participation will, impair or impede Mr. Shah’s and Ms. Barrera’s ability to protect their interest in the Property. Mr. Shah and Ms. Barrera are also united with Defendants Rashmi Shah, Kusum Shah, Virendra Shah and Urvashi Shah, in resisting Plaintiff’s efforts to enforce the alleged Partnership Agreement dated September 6, 2019 (as defined below). For these reasons, this Court should grant Mr. Shah and Ms. Barrera leave to intervene pursuant to CCP section 387.

**II.**

**STATEMENT OF FACTS**

On or around September 1995, three brothers Rashmi Shah, Virendra Shah and Jayesh Shah formed a general partnership - Shah Artesia R.E. Partnership (“Partnership”) to acquire the Property, as an owner/user property, such that Rashmi Shah and his wife, Kusum Shah jointly own 60% interest in the Partnership, Virendra Shah and his wife, Urvashi Shah jointly own 20% interest in the Partnership and Jayesh Shah and his ex-wife, Sandhya Shah jointly own 20% interest in the Partnership. (See Declaration of Mr. Shah, Exhibit A) Pursuant to the partnership agreement dated September 5, 1995, each partner occupied the Property, conducted their respective business activities at the Property and paid their portion of all property relevant



1 expenses such as mortgage payment, property taxes, insurance, utility charges, maintenance and  
2 other Property related expenses. (See Declaration of Mr. Shah, ¶ 4)

3 Pursuant to the Judgement of Dissolution of Marriage of Mr. Shah and Plaintiff dated  
4 September 15, 2005, the joint tenancy ownership of their 20% interest in the Property was  
5 converted to tenants in common, and as of July 2005, Plaintiff and Mr. Shah each owned a ten-  
6 percent (10%) interest in the Property and the Partnership.(See Declaration of Mr. Shah, ¶ 5)

7 Ms. Barrera is Mr. Shah's wife. Mr. Shah and Ms. Barrera have been married since  
8 September 18, 2014. (See Declaration of Mr. Shah, ¶ 7)

9 In this lawsuit, Plaintiff claims that pursuant to the partnership agreement dated June 16,  
10 2019 ("Partnership Agreement dated June 16, 2019"), Mr. Shah transferred his 10% interest in the  
11 Partnership to her, and thereby she owns 20% interest in the Partnership. (Complaint ¶ 11 , Exhibit  
12 A) Based thereon, Plaintiff alleges causes of action for dissolution of partnership, accounting,  
13 breach of fiduciary duty, fraudulent concealment, constructive fraud, conversion, money had and  
14 received and unjust enrichment against Rashmi Shah, Kusum Shah, Virendra Shah and Urvashi  
15 Shah (hereinafter collectively referred to as "Defendants").

16 On or about June 16, 2019, Mr. Shah was critically ill and was hospitalized at the Kaiser  
17 Permanente Hospital with a condition called hepatic encephalopathy, which is a decline in brain  
18 function that occurs as a result of severe liver disease. (see Declaration of Mr. Shah, ¶8;  
19 Declaration of Ms. Barrera, Exhibit B, ¶¶ 4-5) Plaintiff did not pay any consideration to Mr. Shah  
20 for the alleged transfer of his 10% interest in the Partnership and Property to her; (see Declaration  
21 of Mr. Shah, ¶11; Complaint, Exhibit A) Ms. Barrera did not sign or consent to the alleged  
22 transfer of Mr. Shah's interest in the Partnership and Property. (see Declaration of Ms. Barrera, ¶  
23 6).

24 While Defendants were visiting Mr. Shah at hospital, Plaintiff presented the alleged  
25 Partnership Agreement dated June 16, 2019 with her signature and Mr. Shah's signature and  
26 requested Defendants to sign and agree that "they have no objection to the transfer of this interest  
27 from Jayesh Shah to Sandhya Shah." (See Joint Declaration of Defendants, Exhibit C, ¶9)  
28 Defendants did not see Mr. Shah sign the alleged Partnership Agreement dated June 16, 2019. (See

1 Joint Declaration of Defendants, ¶¶ 6-7) Plaintiff was present at the hospital with a notary public.  
2 (See Joint Declaration of Defendants, ¶8)

3 **III.**

4 **LEGAL ARGUMENT**

5 **A. MR. SHAH IS ENTITLED TO INTERVENE IN THIS ACTION AS A MATTER OF RIGHT.**

6 California Code of Civil Procedure ("CCP") section 387 governs the grounds for  
7 intervening in a pending action. CCP §387(d)(1) provides:

8 *The court shall, upon timely application, permit a nonparty to intervene in the*  
9 *action or proceeding if either of the following conditions is satisfied:*

10 (A) A provision of law confers an unconditional right to intervene.

11 (B) *The person seeking intervention claims an interest relating to the property*  
12 *or transaction that is the subject of the action and that person is so situated that*  
13 *the disposition of the action may impair or impede that person's ability to protect*  
14 *that interest, unless that person's interest is adequately represented by one or more*  
15 *of the existing parties. (emphasis added)*

16 The purpose of allowing intervention is to promote fairness by involving all parties  
17 potentially affected by a judgment. *Catello v. I.T.T. General Controls* (1984) 152 Cal. App. 3d  
18 1009, 1013. CCP §387 has been liberally construed in favor of allowing intervention and the  
19 Court has broad discretion to permit intervention.

20 **1. Mr. Shah Has An Interest In The Property That Is The Subject Matter Of This**  
21 **Litigation.**

22 Mr. Shah managed his and Plaintiff's 20% joint interest in the Partnership and the Property  
23 prior to 2005. After the dissolution of his marriage with Plaintiff, Mr. Shah continued to own his  
24 10% interest in the Partnership and the Property and managed his interest in the Partnership and  
25 the Property. Based on the alleged Partnership Agreement dated June 16, 2019, Plaintiff and Mr.  
26 Shah signed the alleged Partnership Agreement dated June 16, 2019, on June 16, 2019 in the  
27 presence of a notary public. However, on June 16, 2019, Mr. Shah was critically ill and was  
28 hospitalized with hepatic encephalopathy at Kaiser Permanente Hospital, with very low chance of  
recovery. He was severely medicated and was incapable of signing the alleged Partnership

1 Agreement dated June 16, 2019. On June 16, 2019, when Defendants visited Mr. Shah at the  
2 hospital, Plaintiff was present at the hospital with a notary public. However, Defendants did not  
3 see Mr. Shah sign the alleged Partnership Agreement dated June 16, 2019.

4 Even if Mr. Shah signed it, he was incapable of comprehending the nature, consequences or  
5 purpose of the alleged Partnership Agreement dated June 16, 2019. "A party is entitled to  
6 rescission of a contract if, when he entered into the contract, he was not mentally competent to deal  
7 with the subject before him with a full understanding of his rights, the test being, in each instance,  
8 whether he understood the nature, purpose and effect of what he did." Civ. Code, § 39, as  
9 interpreted in *Pomeroy v. Collins* (1926) 198 Cal. 46, 69, 243 P. 657; *Drum v. Bummer* (1946) 77  
10 Cal.App.2d 453, 460. Further, based on the alleged Partnership Agreement dated June 16, 2019, it  
11 is clear that Plaintiff did not pay any consideration to Mr. Shah for the transfer of his 10% interest  
12 in the Partnership and the Property to her. Neither was there any consideration in the form of act  
13 or forbearance to act. "The purported agreement is "void for want of consideration, and for want of  
14 mutuality, as well as the mental incapacity of plaintiff." (*Drum v. Bummer* (1946) 77 Cal.App.2d  
15 453, 456 [175 P.2d 879].) Therefore, the alleged Partnership Agreement dated June 16, 2019 is not  
16 binding and is unenforceable. Civil Code §1150

17 Based on the foregoing, the alleged Partnership Agreement dated June 16, 2019 is void and  
18 unenforceable. Mr. Shah owns 10% interest in the Property and the Partnership, which is the  
19 subject of this action.

## 20 **2. Jayesh Shah's Interests Will Be Impaired By This Litigation.**

21 Pursuant to CCP §387(d)(1)b, parties seeking to intervene as a matter of right must also  
22 show that "disposition of the action may as a practical matter impair and impede" their ability to  
23 protect their interests. "The standard under Code of Civil Procedure section 387, subdivision (b) is  
24 not whether, absent intervention, disposition of the action will *destroy* the putative intervenor's  
25 interest in the property or transaction which is the subject of the underlying lawsuit. Rather, the  
26 standard is whether disposition of the action will *as a practical matter impair or impede* the  
27 intervenor's *ability to protect* that interest." *Hodge v. Kirkpatrick Development, Inc.* (2005) 130  
28 Cal. App. 4th 540, 554.

1 The instant litigation would substantially impair Mr. Shah's interest in the Partnership and  
2 the Property. Defendants may not be able to dispute the validity and enforceability of the alleged  
3 Partnership Agreement dated June 16, 2019, since Defendants signed it. If intervention is not  
4 granted and given that Defendants may not be able to dispute the validity and enforceability of the  
5 alleged Partnership Agreement dated June 16, 2019, the potential judgment or settlement between  
6 the parties will be based on Plaintiff's claim of purported 20% interest in the Partnership and the  
7 Property, in which case Mr. Shah's ownership interest in the Partnership and the Property will be  
8 totally disregarded. This will substantially impair and prejudice Mr. Shah's interests. Further, Mr.  
9 Shah will be forced to file multiple litigation against Plaintiff and Defendants to protect his  
10 interest. "Intervention would, however, be necessary to serve the legislative purpose of preventing  
11 multiple litigation." *Hodge, supra*.

12 **3. Jayesh Shah's Interest Is Not Adequately Represented.**

13 Once a proposed intervenor has shown that he has an interest in the subject matter of an  
14 action, and that disposition of the action could impair or impede its ability to protect that interest,  
15 then intervention must be granted unless that person's interest is adequately represented by  
16 existing parties. CCP §387(b). A proposed intervenor need not prove with certainty that  
17 representation by existing parties will be inadequate. Rather, this prong of the intervention  
18 standard will be satisfied "if the applicant shows that representation of his interest 'may be'  
19 inadequate; and the burden of making that showing should be treated as minimal." *Lewis v. County*  
20 *of Sacramento* (1990) 218 Cal. App. 3d 214, 219 [quoting *Trbovich v. United Mine Workers of*  
21 *America* (1972) 404 U.S. 528, 538 fn. 10].

22 In this case, Mr. Shah's interest is not adequately represented. Plaintiff has prayed for  
23 dissolution of Partnership, accounting etc., for significant amount of damages alleging that such be  
24 calculated based on her purported ownership of 20% in the Partnership. Thus, Plaintiff's position  
25 in this litigation conflicts with Mr. Shah's position. While Defendants, have challenged the validity  
26 of the Partnership agreement dated June 16, 2019, as well as the transfer of interest in the  
27 Partnership and Property from Mr. Shah to Plaintiff, Defendants may not be successful because  
28 they signed the alleged Partnership Agreement dated June 16, 201, and thereby, agreed that "they

1 have no objection to the transfer of this interest from Jayesh Shah to Sandhya Shah.” As such  
2 Defendants may not be successful in protecting Mr. Shah’s interest.

3 **4. Jayesh Shah’s Motion For Leave To Intervene Is Timely.**

4 This case was filed in October 2019 and trial is not set. Mr. Shah is informed and believes  
5 that no significant discovery has taken place which would need to be redone once the intervention  
6 is granted. This request for leave to intervene is filed timely and the intervention at this stage of  
7 litigation will not prejudice the existing parties nor slow the progress of the case.

8 CCP §387(b) “is in substance the exact counterpart” to Federal Rule of Civil Procedure  
9 §24(a), and California courts accordingly look to federal case law to determine section 387(b)’s  
10 “meaning, force and effect.” *Siena Court Homeowners Ass’n v. Green Valley Corp.* (2008) 164  
11 Cal. App. 4th 1416, 1423. The requirements for intervention, including timeliness, are construed  
12 broadly in favor of the party seeking intervention. *Westlands Water Dist. v. U.S.* (9th Cir. 1983)  
13 700 F.2d 561, 563. When analyzing the timeliness of a motion to intervene, “the focus is on the  
14 date the person attempting to intervene should have been aware his interest[s] would no longer be  
15 protected adequately by the parties, rather than the date the person learned of the litigation.”  
16 *Officers for Justice v. Civil Service Comm’n* (9th Cir. 1991) 934 F.2d 1092, 1095; *United Airlines,*  
17 *Inc. v. McDonald* (1977) 432 U.S. 385, 394.

18 Here, Mr. Shah immediately filed this motion for leave to intervene after he felt that his  
19 interest may not be adequately represented by Defendants. Further this motion is filed at the  
20 earliest stage of litigation. Entering the lawsuit at this juncture will not interfere with the timely  
21 prosecution of the litigation, nor would it cause any undue delay or prejudice to existing parties.  
22 *Citizens for Balanced Use v. Mont. Wilderness Ass’n* (9th Cir. 2011) 647 F.3d 893, 897–98  
23 (intervention timely, since intervention would not disrupt or delay proceedings).

24 Based on the foregoing, it is clear that Mr. Shah owns 10% interest in the Partnership and  
25 the Property, which is the subject of this action. He has complied with all the requirements of CCP  
26 §387(d)(1). Further, California courts have held that, in an action to dissolve a partnership, all  
27 partners must be made parties, as “the relief could not be granted without affecting their interest.”  
28

1 *Settembre v. Putnam* (1866) 30 Cal. 490, 497; *Rudnick v. Delfino* (1956) 140 Cal. App. 2d 260,  
2 265. Accordingly, this Court should permit Mr. Shah's intervention as a matter of right.

3 **B. IN THE ALTERNATIVE, THE COURT SHOULD EXERCISE ITS DISCRETION**  
4 **AND PERMIT MR. SHAH TO INTERVENE IN THIS ACTION.**

5 In the alternative, Mr. Shah should be permitted to intervene under Code of CCP §  
6 387(d)(2), which provides:

7 *The court may, upon timely application, permit a nonparty to intervene in the*  
8 *action or proceeding if the person has an interest in the matter in litigation, or*  
9 *in the success of either of the parties, or an interest against both. (emphasis added)*

10 In *City and County of San Francisco v. State of California*, 128 Cal. App. 4th 1030, the  
11 court outlined general guidelines for allowing permissive intervention. Trial courts have discretion  
12 to allow a party to intervene where following factors are met: (1) the nonparty has a direct and  
13 immediate interest in the action; (2) the intervention will not enlarge the issues in the litigation; (3)  
14 the reasons for the intervention outweigh any opposition by the parties presently in the action; and  
15 (4) the proper procedures have been followed. The permissive intervention statute balances the  
16 interests of others who will be affected by the judgment against the interests of the original parties  
17 in pursuing their litigation unburdened by others. *San Francisco*, supra at 1036. All of these  
18 factors support intervention in this case.

19 **1) Mr. Shah Has A Direct And Immediate Interest In This Case**

20 "To support permissive intervention, it is well settled that the proposed intervenor's interest  
21 in the litigation must be direct rather than consequential, and it must be an interest that is capable  
22 of determination in the action. [Citations.] The requirement of a direct and immediate interest  
23 means that the interest must be of such a direct and immediate nature that the moving party "will  
24 either gain or lose by the direct legal operation and effect of the judgment." [Citation.]" 'A person  
25 has a direct interest justifying intervention in litigation where the judgment in the action of itself  
26 adds to or detracts from his legal rights without reference to rights and duties not involved in the  
27 litigation. [Citation.]" [Citation.]" *San Francisco*, supra 128 Cal. App. 4th 1030, 1037.

28 Here, Mr. Shah's legal interest is direct and immediate because it directly relates to his  
interest in the Property and Partnership. Mr. Shah's ownership right is jeopardized by this lawsuit.

1 Therefore, Mr. Shah's interests qualify for permissive intervention.

2 **2) Mr. Shah's Intervention Will Not Enlarge The Issues In The Litigation**

3 In this action, Plaintiff's causes of action and her claim for damages are based on the  
4 alleged Partnership Agreement dated June 16, 2019. While via intervention, Mr. Shah challenges  
5 the validity and enforceability of the alleged Partnership Agreement dated June 16, 2019, it does  
6 not enlarge the scope of litigation. Even if Mr. Shah introduces new causes of action, such new  
7 matters will not delay the present litigation, change the position of the parties, or even require  
8 introduction of additional evidence. Rather the cause of action for declaratory relief seeks to  
9 clarify the rights and obligations of the parties with respect to the Property and would be based on  
10 the same facts as the existing parties claim. As such the intervention is appropriate. *Simpson*  
11 *Redwood Co. v. State of Cal.* (1987) 196 Cal. App. 3d 1192, 1202.

12 **3) Mr. Shah's Intervention Does Not Prejudice The Rights Of Parties Involved.**

13 "The purposes of intervention are to protect the interests of those who may be affected by  
14 the judgment [Citations] and to obviate delay and multiplicity of actions [Citations], but  
15 intervention may be denied if these objectives are outweighed by the rights of the original parties  
16 to conduct their lawsuit on their own terms [Citations.]" *County of San Bernardino v. Harsh*  
17 *California Corp.* (1959) 52 Cal. 2d 341, 345.

18 Here, Mr. Shah's interest in the Partnership and the Property is directly at issue in this  
19 lawsuit and his participation as a party will assist in securing a judgment on issues that are  
20 common to all parties involved. No prejudice to the rights of either Plaintiff or Defendants will  
21 result from Mr. Shah's participation as a party. If Mr. Shah's intervention is disregarded, any  
22 judgment or settlement in this action will be based on Plaintiff's claim of purported 20% interest in  
23 the Partnership and the Property. As a result, Mr. Shah will be forced to file multiple litigations  
24 against Plaintiff and Defendants to protect his interest. Mr. Shah's reasons of intervention are  
25 consistent with the purpose of intervention.

26 **4) Mr. Shah Has Followed Proper Procedures.**

27 Mr. Shah's motion for leave to intervene sets forth the grounds upon which the intervention  
28 rests, filed by leave of the Court and served upon the parties. Also, a true and correct copy of the

1 proposed answer-in-intervention and proposed cross-complaint-in-intervention are attached as  
2 Exhibit A and C respectively, to the Declaration of Nishita Patel, filed herein. Further, the cross-  
3 complaint-in-intervention sets forth the specific grounds and factual bases for intervention is a  
4 matter of right under CCP §387(d)(1), and as a matter of discretion under CCP §387(d)(2).

5 **C. MS. BARRERA IS ENTITLED TO INTERVENE IN THIS ACTION AS A MATTER**  
6 **OF RIGHT.**

7 Since September 2014, Ms. Barrera has been Mr. Shah's wife. As stated supra, the  
8 Partnership was formed and the Property was acquired in September 1995 and as of September  
9 2005, Mr. Shah had 10% interest in the Property and the Partnership. As such, Mr. Shah's 10%  
10 interest in the Property and the Partnership is a separate property. However, a community property  
11 interest can be created in a separate property pursuant to *Pereira v. Pereira* (1909) 156 Cal. 1; *Van*  
12 *Camp v. Van Camp* (1921) 53 Cal. App. 17.

13 Ms. Barrera claims that the value of Mr. Shah's interest in the Property and the Partnership  
14 increased since her marriage to Mr. Shah and such enhanced value attributed to Mr. Shah's skill  
15 and ability, is Mr. Shah's and Ms. Barrera's community property. *Marriage of Ney* (1963) 212  
16 Cal. App. 2d 891, 899; *In re Marriage of Denney* (1981) 115 Cal. App. 3d 543. As such, Ms.  
17 Barrera has an interest in the increased value of Mr. Shah's 10% interest in Property and the  
18 Partnership since September 2014. Plaintiff did not obtain Ms. Barrera's signature or consent to  
19 the alleged transfer of Mr. Shah's 10% interest in the Property and the Partnership via Partnership  
20 Agreement dated June 19, 2019. Since the purported transfer of Mr. Shah's 10% interest in the  
21 Property and the Partnership took place without Ms. Barrera's consent and signature, the alleged  
22 Partnership Agreement dated June 19, 2019 is void and unenforceable.

23 Based on the foregoing, Ms. Barrera holds a community property interest in the increased  
24 value of Mr. Shah's 10% interest in Property and the Partnership since September 2014. For the  
25 purpose of brevity, Ms. Barrera incorporates in this argument the discussion in detail with regard  
26 to Mr. Shah's intervention as a matter of right, discussed in Section A, above. Based thereon, it is  
27 clear that Ms. Barrera's interest will be impaired by this litigation; her interest is not adequately  
28 represented in this litigation; Ms. Barrera's motion is timely; and that Ms. Barrera has complied



1 with the requirements of CCP §387(d)(1). Accordingly, this Court should grant Ms. Barrera's  
2 intervention as a matter of right.

3 **D. IN THE ALTERNATIVE, THE COURT SHOULD EXERCISE ITS DISCRETION**  
4 **AND PERMIT MS. BARRERA TO INTERVENE IN THIS ACTION.**

5 Ms. Barrera's legal interest qualifies for permissive intervention. Specifically, Ms. Barrera's  
6 interest is direct and immediate because it directly relates to her community property interest in  
7 the increased value of Mr. Shah's 10% interest in Property and the Partnership since September  
8 2014. Ms. Barrera's right is jeopardized by this lawsuit. For the purpose of brevity, Ms. Barrera  
9 incorporates in this argument the discussion in detail with regard to Mr. Shah's permissive  
10 intervention, discussed in Section B, above. Based thereon, Ms. Barrera's intervention will not  
11 enlarge the issues in the litigation; Ms. Barrera's intervention does not prejudice the rights of  
12 parties involved; and Ms. Barrera has followed proper procedures. Also, a true and correct copy  
13 of the proposed answer-in-intervention is attached as Exhibit B, to the Declaration of Nishita  
14 Patel, filed herein. Accordingly, this Court should permit Ms. Barrera to intervene under CCP  
15 §387(d)(2).

16 **IV. CONCLUSION**

17 1) For all of the foregoing reasons, the court should grant Mr. Shah leave to intervene,  
18 as well as grant him leave to file the proposed Answer-In-Intervention.


19 2) The court should also grant Ms. Barrera leave to intervene, as well as grant her  
20 leave to file the proposed Answer-In-Intervention.

21 3) Further, the court should grant Mr. Shah and Ms. Barrera leave to file their  
22 proposed Cross-Complaint-In-Intervention.

23 Respectfully submitted,  
24

25 **CHUGH, LLP**

26 August 6, 2020

27 By:   
28 Nishita Patel, Esq.  
Attorney for Jayesh Shah and Xiomara Barrera



## Journal Technologies Court Portal

# Make a Reservation

**SANDHYA SHAH vs RASHMI SHAH, et al.**

**Case Number: 19CMCP00179 Case Type: Civil Unlimited Category: Partnership & Corporate Governance Case**

**Date Filed: 2019-10-25 Location: Compton Courthouse - Department A**

### Reservation

**Case Name:**  
**SANDHYA SHAH vs RASHMI SHAH, et al.**

**Case Number:**  
**19CMCP00179**

**Type:**  
**Motion for Leave to Intervene**

**Status:**  
**RESERVED**

**Filing Party:**  
**Jayesh Shah and Xiomara Barrera (Party Role to be determined)**

**Location:**  
**Compton Courthouse - Department A**

**Date/Time:**  
**10/08/2020 9:00 AM**

**Number of Motions:**  
**1**

**Reservation ID:**  
**778062318985**

**Confirmation Code:**  
**CR-CYEAC688AFSZEHE4K**

### Fees

Description	Fee	Qty	Amount
First Paper Fees (Unlimited Civil)	435.00	1	435.00
Credit Card Percentage Fee (2.75%)	11.96	1	11.96
TOTAL			\$446.96

### Payment

**Amount:**  
**\$446.96**

**Type:**  
**MasterCard**

**Account Number:**  
**XXXX8325**

**Authorization:**  
**73624J**

 Print Receipt

 Reserve Another Hearing

---

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**Chat**

## **EXHIBIT C**

## CASE INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

**Case Number:** 19CMCP00179

SANDHYA SHAH VS RASHMI SHAH, ET AL.

**Filing Courthouse:** Compton Courthouse

**Filing Date:** 10/25/2019

**Case Type:** Partnership & Corporate Governance Case (General Jurisdiction)

**Status:** Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

## FUTURE HEARINGS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

**10/08/2020** at 09:00 AM in Department A at 200 West Compton Blvd., Compton, CA 90220  
Hearing on Motion for Leave to Intervene

**01/12/2021** at 08:30 AM in Department A at 200 West Compton Blvd., Compton, CA 90220  
Post-Mediation Status Conference

**02/16/2021** at 09:00 AM in Department A at 200 West Compton Blvd., Compton, CA 90220  
Final Status Conference

**02/22/2021** at 09:00 AM in Department A at 200 West Compton Blvd., Compton, CA 90220  
Non-Jury Trial

## PARTY INFORMATION

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

BARRERA XIOMARA - Real Party in Interest

BARRERA XIOMARA - Real Party in Interest

CHUGH NAVNEET - Attorney for Defendant

JAYESH SHAH AND XIOMARA BARRERA - Non-Party

ORR ROBERT M. - Attorney for Cross-Defendant

PATEL NISHITA T - Attorney for Cross-Complainant

SHAH JAYESH - Real Party in Interest

SHAH JAYESH - Real Party in Interest

SHAH KUSUM - Cross-Complainant

SHAH KUSUM - Defendant

SHAH RASHMI - Cross-Complainant

SHAH RASHMI - Defendant

SHAH SANDHYA - Plaintiff

SHAH SANDHYA - Cross-Defendant

SHAH URVASHI - Defendant

SHAH URVASHI - Cross-Complainant

SHAH VIRENDRA - Defendant

SHAH VIRENDRA - Cross-Complainant

## DOCUMENTS FILED

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

### Documents Filed (Filing dates listed in descending order)

**10/01/2020** Reply (to Opposition to the Motion for Leave to Intervene)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**09/23/2020** Opposition (- Points, Authorities, & Argument in Opposition to Motion for Leave to Intervene)

Filed by SANDHYA SHAH (Plaintiff)

**08/07/2020** Proof of Service by Mail

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (- Joint Declaration of Rashmi, Kusum Shah, Virendra Shah and Urvashi Shah)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (of Jayesh Shah)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (of Nishita Patel)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (of Xiomara Barrera)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Motion for Leave to Intervene

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**07/09/2020** Notice of Ruling

Filed by SANDHYA SHAH (Plaintiff)

**07/08/2020** Minute Order ( (Case Management Conference))

Filed by Clerk

**06/24/2020** Case Management Statement

Filed by VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant); URVASHI SHAH (Cross-Complainant) et al.

**06/22/2020** Case Management Statement

Filed by SANDHYA SHAH (Plaintiff)

**05/14/2020** Notice (Amended Notice of Unavailability)

Filed by SANDHYA SHAH (Plaintiff)

**04/17/2020** Notice (OF UNAVAILABILITY)

Filed by SANDHYA SHAH (Plaintiff)

**03/24/2020** Notice Re: Continuance of Hearing and Order

Filed by Clerk

**01/29/2020** Answer

Filed by SANDHYA SHAH (Cross-Defendant)

**12/31/2019** Cross-Complaint

Filed by VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant); URVASHI SHAH (Cross-Complainant) et al.

**12/31/2019** Cross-Complaint

Filed by RASHMI SHAH (Defendant); VIRENDRA SHAH (Defendant); KUSUM SHAH (Defendant) et al.

**12/31/2019** Answer

Filed by RASHMI SHAH (Defendant)

**12/31/2019** Answer

Filed by URVASHI SHAH (Defendant)

**12/31/2019** Answer

Filed by VIRENDRA SHAH (Defendant)

**12/31/2019** Answer

Filed by KUSUM SHAH (Defendant)

**11/12/2019** Notice ( of Case Management Conference)

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Service by Substituted Service

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Personal Service

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Service by Substituted Service

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Service by Substituted Service

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Notice of Case Management Conference

Filed by Clerk

**10/25/2019** Notice of Case Management Conference

Filed by Clerk

**10/25/2019** Notice of Case Assignment - Unlimited Civil Case

Filed by Clerk

**10/25/2019** Summons (on Complaint)

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Civil Case Cover Sheet

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Complaint

Filed by SANDHYA SHAH (Plaintiff)

## PROCEEDINGS HELD

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

## Proceedings Held (Proceeding dates listed in descending order)

**07/08/2020** at 08:30 AM in Department A, Maurice A. Leiter, Presiding  
Case Management Conference - **Held**

**04/15/2020** at 08:30 AM in Department A, Maurice A. Leiter, Presiding  
Case Management Conference - **Not Held - Continued - Court's Motion**

## REGISTER OF ACTIONS

[Case Information](#) | [Register Of Actions](#) | [FUTURE HEARINGS](#) | [PARTY INFORMATION](#) | [Documents Filed](#) | [Proceedings Held](#)

### Register of Actions (Listed in descending order)

**10/01/2020** Reply (to Opposition to the Motion for Leave to Intervene)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**09/23/2020** Opposition (- Points, Authorities, & Argument in Opposition to Motion for Leave to Intervene)

Filed by SANDHYA SHAH (Plaintiff)

**08/07/2020** Declaration (- Joint Declaration of Rashmi, Kusum Shah, Virendra Shah and Urvashi Shah)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Proof of Service by Mail

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (of Jayesh Shah)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (of Nishita Patel)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Declaration (of Xiomara Barrera)

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**08/07/2020** Motion for Leave to Intervene

Filed by Jayesh Shah and Xiomara Barrera (Non-Party); VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant) et al.

**07/09/2020** Notice of Ruling

Filed by SANDHYA SHAH (Plaintiff)

**07/08/2020** at 08:30 AM in Department A, Maurice A. Leiter, Presiding

Case Management Conference - **Held**

**07/08/2020** Minute Order ( (Case Management Conference))

Filed by Clerk

**06/24/2020** Case Management Statement

Filed by VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant); URVASHI SHAH (Cross-Complainant) et al.



**06/22/2020** Case Management Statement

Filed by SANDHYA SHAH (Plaintiff)

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**12/31/2019** Cross-Complaint

Filed by VIRENDRA SHAH (Cross-Complainant); KUSUM SHAH (Cross-Complainant); URVASHI SHAH (Cross-Complainant) et al.

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**12/31/2019** Answer

Filed by VIRENDRA SHAH (Defendant)

**12/31/2019** Answer

Filed by KUSUM SHAH (Defendant)

**12/31/2019** Cross-Complaint

Filed by RASHMI SHAH (Defendant); VIRENDRA SHAH (Defendant); KUSUM SHAH (Defendant) et al.

**11/12/2019** Notice ( of Case Management Conference)

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**11/06/2019** Proof of Service by Substituted Service

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Service by Substituted Service

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Service by Substituted Service

Filed by SANDHYA SHAH (Plaintiff)

**11/06/2019** Proof of Personal Service

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Notice of Case Assignment - Unlimited Civil Case

Filed by Clerk

**10/25/2019** Summons (on Complaint)

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Civil Case Cover Sheet

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Complaint

Filed by SANDHYA SHAH (Plaintiff)

**10/25/2019** Notice of Case Management Conference

Filed by Clerk

10/25/2019 Notice of Case Management Conference  
Filed by Clerk

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF REMOVAL OF STATE COURT ACTION TO UNITED STATES BANKRUPTCY COURT PURSUANT TO 28 U.S.C. § 1452(a) will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 6, 2020 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Howard B Grobstein (TR)  
hbgtrustee@gtllp.com, C135@ecfcbis.com

Neil R Hedtke on behalf of Debtor Jayesh K Shah  
hedtkelg@gmail.com, hedtkeecf@gmail.com; r42667@notify.bestcase.com; rowena@flatrocklegal.com

United States Trustee (RS)  
ustpreion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) October 6, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Scott H. Yun  
U.S. Bankruptcy Court  
3420 Twelfth Street, Suite 345  
Riverside, CA 92501

☒ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 6, 2020

*Date*

Cheryl Caldwell

*Printed Name*

/s/Cheryl Caldwell

*Signature*

**ADDITIONAL SERVICE INFORMATION** (if needed):

**2. SERVED BY U.S. MAIL**

Attorneys for Plaintiff Sandhya Shah:

Robert M. Orr, Esq.  
6700 E. Pacific Coast Highway, Suite 285  
Long Beach, California 90803

Attorneys for Defendants and Cross-Complainants, Rashmi Shah, Virendra Shah, Kusum Shah, and Urvashi Shah, and Proposed Defendants-in-Intervention and Cross-Complainants-in-Intervention, Jayesh K/ Shah and Xiomara Barrera:

Navneet S. Chugh, Esq.  
Nishita Patel, Esq.  
Chugh, LLP  
15925 Carmenita Road  
Cerritos, California 90703